



**Board of Education  
East Aurora School District 131  
417 Fifth Street  
Aurora, IL 60505**

**Bid #2021-9  
Preschool and Benavides STEAM Academy– In District  
Transportation Services Bid**

*Bids due May 4, 2021*

*Reach your full potential!*

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## **I. Invitation to Bidders**

### **Invitation to Bid Student Transportation Services**

**Notice is Hereby Given** that the Board of Education for Aurora East School District #131 will receive bids for Preschool and Benavides STEAM Academy Student Transportation Services within district boundaries. Sealed bids will be accepted up to but not later than **9:00 a.m. CST, May 4, 2021**. Bids received after that date and time will not be considered and will be returned unopened.

Bids will be opened and publicly read aloud at the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505 at **9:00 a.m. CST, on May 4, 2021**. All sealed bids are to be mailed/delivered to the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505 to the attention of Dr. Ann Williams, Chief Financial Officer. A mandatory Pre-Bid Meeting will be held virtually via the ZOOM platform on **April 13, 2021 at 9:30 a.m. CDT**.

The meeting link is <https://us04web.zoom.us/j/74231999231?pwd=ejJmUjhhSjV4SHprNFJ2bVVVSjNVUT09>

Prospective bidders may obtain bid documents from the district website at <https://www.d131.org/business-office/bidding/> or at the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505. The outside of the envelope or package must clearly indicate **“Preschool and Benavides STEAM Academy BID #2021-9”**. And all bids must conform to and be responsive to the bid specifications and be on the bid forms provided by the School District. The District is not responsible for errors or misinterpretations resulting from the use of incomplete bidding documents. Questions regarding the bid documents are to be submitted to the district at [bids@d131.org](mailto:bids@d131.org) no later than April 20, 2021 at 9:00 a.m. CST.

The East Aurora School District 131 Board of Education reserves the right to accept or reject any or all bids, to waive irregularities, and to make all decisions in the best interest of the School District.



## **II. General Conditions**

### **1. District Information**

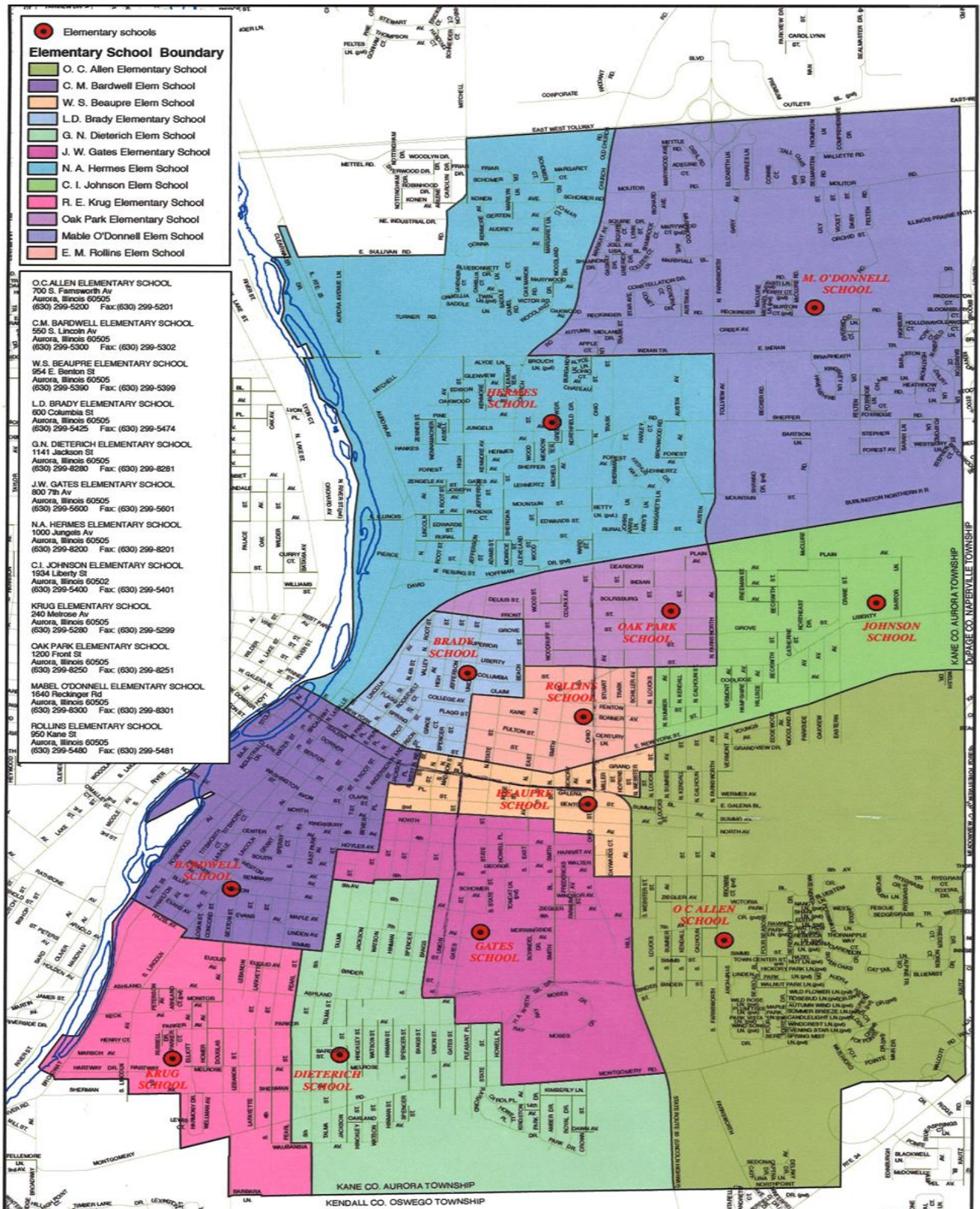
East Aurora School District 131 is located approximately 40 miles west of Chicago and serves the City of Aurora and the Village of Montgomery. The District was organized in 1847 and now provides educational programs for grades Pre-K through 12 with twelve elementary schools, three middle schools and one high school as well as two child development centers, a magnet school and a kindergarten center. The current enrollment for the district is approximately 13,900 students. Enrollment is anticipated to remain stable through the term of this contract. During the 2019-2020 school year, approximately 314 Benavidez STEAM Academy students and 408 Preschool students were enrolled to be transported within district boundaries. Students attended classes remotely for the majority of the 2020-21 school year due to the ongoing COVID-19 Pandemic.

The listing of attendance centers including their address and maps are as follows:

- |                                 |                                       |
|---------------------------------|---------------------------------------|
| 1. Oak Park Elementary School   | 1200 Front St, Aurora, IL 60505       |
| 2. O'Donnell Elementary School  | 1640 Reckinger Rd, Aurora, IL 60505   |
| 3. Early Childhood Center       | 278 E. Indian Trail, Aurora, IL 60505 |
| 4. Aries "Jaybird" Gonzalez     | 1480 Reckinger Rd, Aurora, IL 60505   |
| 5. Benavides S.T.E.A.M. Academy | 250 E. Indian Trail, Aurora, IL 60505 |



# Elementary School Map





## **2. Sealed Bids**

Sealed bids will be received by the Board of Education (hereinafter “Board”), for the purchase of goods/services as set forth in the project Specifications and/or plans, which are attached hereto and incorporated herein.

## **3. Modification**

These documents shall constitute the entire agreement between the parties upon the award of the contract. No Change in, addition, or waiver of terms, conditions, and specifications herein shall be binding on the Board unless approved in writing by the Board.

## **4. Bid Submission**

The sealed bids must be submitted on the forms provided. No bid proposals will be accepted from any bidder on any other form. All prices and quotations must be typed or written in ink. Bids written in pencil will not be accepted. Bids shall be without erasures. Mistakes may be crossed out, and corrections inserted and initialed. No oral, telephonic, or telegraphic bid or revision to a bid will be considered.

Each bid must give the full business address of the bidder, office telephone, fax, E-mail, and be signed by him/her with his/her full signature with printed/typed name and title. Enclose Bid Documents in (2) sealed envelopes (outer and inner), each clearly labeled and bearing the name of the Bidder to guard against improper opening. Bids are to be marked:

**Transportation Services Bid #2021-9 Preschool and Benavides STEAM Academy  
Attention: Dr. Ann Williams, Chief Financial Officer**

The bid proposal forms must be received **no later than 9:00 AM on May 4, 2021**, at:

East Aurora School District 131  
417 Fifth Street  
Aurora, IL 60505

Negligence on the part of the Bidder in preparing the bid proposal confers no right of withdrawal of the bid after it has been opened. No responsibility will be attached to any person for premature opening of a bid not properly addressed or identified.

Bids by partnership must be signed by one member of that partnership, OR by duly authorized representative, followed by the signature and designations of that person signing Bid by a Corporation must be signed in the name of the Corporation, followed by the signature of the President, Secretary, or other persons duly authorized to bind the Corporation in the matter.



## **5. Bid Security**

Bids must be accompanied by a Bid Deposit, Certified Check, or Bid Bond in an amount equal to (10%) of the Base Bid as a guarantee that, if award is made, the bidder will honor the bid if awarded by the Board of Education.

A. Make the bid security payable to:

Board of Education  
East Aurora Public School District 131  
417 Fifth Street Aurora, IL 60505

B. The bid security of all except the successful bidder will be returned thirty (30) days after the award of the Contract. Unsuccessful bidders may pick up their bid security at the District's administrative offices if desired. Checks will not be returned by mail.

C. The bid security of the successful bidder will be returned promptly after the Board and the accepted bidder have executed the agreement set forth herein and the required bonds have been received by the Board.

## **6. Performance Bond**

The successful Bidder (hereinafter referred to as "Contractor") may be required to submit a Performance Bond based on 10% of the total estimated amount of the bid submitted. The Contractor shall pay the cost of the premiums for said Bond (hereinafter "Bond").

The Bond shall be signed and sealed by an authorized representative of the bonding company and an authorized officer or representative of the Contractor, and a certificate of the authority of those signing the Bond, if not officers, shall be attached thereto.

The Bond shall guarantee the performance of the duties placed on the Contractor or undertaken by them pursuant to the contract with the Board, and shall indemnify the Board from any liability or loss resulting to the Board from any failure of the Contractor to fully perform each or all of said duties. The Bond shall be deemed to cover all such duties.

The Bond provided shall be placed with a surety company or companies having a policyholder's' rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.



## **7. Withdrawal of Bids**

Bidders may withdraw their bids at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel its bid for a period of sixty (60) calendar days after advertised closing time for the receipt of bids, nor shall the successful bidder withdraw or cancel or modify its bid after having been notified by the Board of Education Representative that said bid has been accepted by the Board.

## **8. Change or Withdrawal of Bids**

A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the Board before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.

## **9. Late Bids**

Bids received after the time specified in the invitation to bid will not be considered and will be returned unopened. The method of transmittal of the bid proposal is at bidder's risk of untimely receipt by the District.

## **10. Award of Bids**

Bids shall be awarded, if at all, to the bidder meeting the Board's specifications and who is most able to provide safety and comfort for the students, stability of service, and quality service, in the sole judgment and discretion of the Board. Price will be considered, but will not necessarily be the determining factor.

Factors to be considered in evaluating proposals will include evaluation of qualifications, adherence to specification, record of performance, references, safety record and price. The Board reserves the right to reject any bid based on the failure of a bidder to meet any of the criteria for bidder's responsibility at the sole discretion of the Board of Education. The Board of Education further reserves the right to reject any bid or all bids.

Award of the contract will be made by the Board on the basis of the bid proposal which, in the Board's sole and absolute judgment, will best serve the interest of the District.

The Board of Education reserves the right to waive any non-conformity, informality, or irregularity in any bid at its sole discretion.

If two or more Bidders submit identical bids and are equally qualified, the decision of the Board to make award to one or more of such Bidders shall be final.





## **11. Bid Reservations**

The Board reserves the right to reject any and all bids or any part thereof, to waive technicalities in the bidding, and to accept the bid deemed most favorable to the interest of the Board after all bids have been examined and evaluated.

## **12. Indemnification**

Contractor shall indemnify and hold harmless the Board of Education, its members, officers, employees and agents, and the School District (collectively the “Indemnitees”), from any and all suits, claims, demands, actions, judgments, costs, including reasonable attorneys’ fees, arising from or connected in any way to Contractor’s performance of, or failure to perform, its duties under the contract. This provision will not apply when the loss is caused solely by the Board’s negligence.

## **13. Payment and Price**

Base bids for routes should be proposed on hourly rates from gate to gate. Invoices must be submitted and will be paid in accordance with Board Policy. Typically, the Board of Education meets on the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month. Oftentimes this results in payment to vendors in less than 30 days.

## **14. Waivers**

The Board’s waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit, or waive the Board’s right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

## **15. Insurance**

The contractor shall carry, pay for, and keep in force, with insurance companies licensed to do business in Illinois and rated “A” or better by AM Best the coverages provided below. Such insurance shall name the school district as an additional insured on a primary and noncontributory basis and, in addition, such coverage shall insure member of the Board of Education, the school district’s officers, persons, firms or corporations as the school district from time to time may direct for claims arising out of performance of the Contract. A certificate of insurance shall be provided to the school district evidencing the coverage below and must include a requirement of a thirty (30) day cancellation notice. In such case of termination of insurance coverages, the Contractor will provide evidence of new insurance at the earliest possible date, but not later than ten days prior to the termination of the original policy. A waiver of subrogation must be included in favor of the school district. Also, an alternate employer endorsement naming the school district must be included.



The Contractor, at its sole cost and expense, will provide insurance coverage in the minimum amounts as follows:

i. Workers' Compensation

Coverage A: Statutory Limit  
Coverage B: \$1,000,000 per accident  
\$1,000,000 per employee  
\$1,000,000 per policy limit

ii. General Liability

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products – Comp/OP Aggregate
- c. \$1,000,000 Personal & Adv Injury for any one person injured by reason of the vehicle in any on accident
- d. \$5,000,000 Personal & Adv Injury for any two or more people injured by reason of the vehicle in any one accident
- e. \$1,000,000 Each Occurrence
- f. \$10,000 Medical Payment (any one person)
- g. \$1,000,000 Sexual Misconduct

iii. Automobile Liability

- a. \$1,000,000 Limit of liability, including owned, non-owned and hired auto
- b. \$10,000 Medical payments per person
- c. \$1,000,000 Uninsured Motorists  
\$1,000,000 Underinsured Motorists

iv. Umbrella Liability

- a. \$15,000,000 per occurrence/aggregate preferred, \$10,000,000 per occurrence/aggregate minimum

The Contractor will provide a Certificate of Insurance no later than August 1 annually for the life of the Contract. Upon award of the Contract, the Contractor's insurance policies shall add the School District as additional named insured on a primary, noncontributory basis.

## 16. Patent Infringement

Bidder agrees to indemnify and hold harmless the Board, its successors, assigns, customers, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Bidder agrees that it will assume the defense of any and all such suits and pay all costs and expenses incidental thereto.



## **17. Alternate Bids**

Alternate bids shall not be considered unless provided for in the advertisement and proposal form. An alternate bid shall not become a part of the contract unless approved by the Board in writing upon the award of the bid. If bidding other than specified, alternates offered must be guaranteed equal or better than that originally specified. Burden of proof is on the bidder.

## **18. Default**

Should bidder fail to fulfill any and/or all terms and conditions of the agreement, it shall forfeit the bid security as well as be subject to any and all other remedies available to Board.

## **19. Employees**

The District reserves the right to demand removal of any employee deemed unsuitable for work in connection with the services to be provided by the Contractors and such employee will be promptly replaced with a suitable employee of the Contractor. No subcontractors or contracted employees are allowed.

The successful bidder shall not assign to perform work under the contract any employee or agent who would be prohibited from being employed by the District, or who is listed in the Statewide Sex Offender Registry or the Statewide Violent Offenders against Youth Database.

Additionally, at least quarterly, the contractor shall check if an employee or agent assigned to the District is listed on the Statewide Sex Offender Registry or the Statewide Violent Offender against Youth Database and shall promptly inform the District of the results of this check.

The vendor is responsible for all expenses relating to checking the Statewide Sex Offender Registry and the Statewide Violent Offender against Youth Database.

The vendor shall be responsible for the neat, clean and proper appearance of all employees on duty. Photo IDs will be furnished by the Contractor and worn by employees at all times.

## **20. Compliance**

The Contractor entering into contracts with the District must comply with the provisions of the Equal Opportunity clause as promulgated by the Illinois Department of Human Rights. The Contractor agrees that it will comply with all provisions of relevant statutes including, but not limited to, the Fair Labor Standards Act, the Equal Opportunity Employment Act, the Worker's Compensation Act, the Occupational Safety and Health Act, the Illinois Prevailing Wage Act, the Illinois Human Rights Act, Illinois AHERA and Right to Know laws. The Contractor further agrees to defend, indemnify and hold harmless the Indemnitees from any and all claims against the contractor or the Indemnitees arising under any of the aforementioned laws. Any determination by any Commission or Court, or any other



tribunal that there has been a violation of any of the aforementioned laws and final decision issued thereunder, may constitute a breach of this contract.

## **21. Compliance with Laws**

The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner effect the preparation of proposals or the performance of the contract.

- A. Contractors must assure that all persons employed by the Contractor, and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex, handicap or national origin. Contractor must also comply with all rules and regulations of the Illinois Department of Human Rights, Illinois Human Rights Commission and the Equal Employment Opportunity Commission.
- B. The Contractor shall certify that they are not barred from contracting with any unit of state or local government by reason of any violation of bid-rigging or bid-rotating under Article 33 E of the Criminal Code of 1961, as amended on the form attached.
- C. The Contractor shall further certify that they shall provide a drug-free workplace in full compliance with the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq. on the form attached.
- D. The Contractor shall certify that it has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

## **22. Interpretation of Contract Documents**

If any bidder contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, it may submit to the Board of Education Representative a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Board of Education Representative. A copy of such addendum will be placed on the district website. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of its bid. Bidders shall acknowledge receipt of each addendum in writing. Oral explanations will not be given. Written requests will not be accepted after April 20, 2021 at 4:00 p.m.

## **23. State Tax**

The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/1 et seq).



## **24. Federal Excise Tax**

The Board is exempt from paying Federal Excise Taxes (I.R.S. ch.32, subchapter G, p. 4221).

## **25. Federal Transportation Tax**

In computing transportation costs, bidders should not include any federal transportation tax, because the Board is exempt.

## **26. Termination of Contract without Cause**

The School District may at any time and after providing 120 days prior written notice to the Contractor terminate this Contract without cause.

## **27. Minimum Hourly Wage Rate**

In carrying out work under this Contract, the Contractor shall ensure that all bus drivers be paid a minimum of \$19.00 per hour.

## **28. Bid Timeline**

The anticipated timeline for the bidding process is as follows:

<b>Date</b>	<b>Description</b>	<b>Time</b>	<b>Location</b>
4/13/2021	Conduct Virtual Pre-Bid meeting	9:30 AM	Virtual
4/20/2021	End of Q&A period	4:00 PM	n/a
5/4/2021	Bid Opening	9:00 AM	D131 Board Room
5/11/2021	D131 F&P Committee Meeting	5:00 PM	D131 Board Room
5/17/2021	D131 BOE meeting-award bid	6:00 PM	TBD



### **III. Qualifications for Bidders**

Companies that are interested in submitting a bid must have a minimum of ten (10) years' experience transporting students. Companies with less than ten (10) years' experience may also submit a proposal if the Principals of the Company have a minimum of ten (10) years' management experience in the area of student transportation services. The transportation manager of the Contractor who is assigned to the District must have a minimum of five (5) years' experience in pupil transportation management in Illinois.

Each Bidder should furnish, as part of its bid, a complete description of its experiences in the field of transportation services. The following should be included as a minimum:

1. Name and address of the operating company.
2. Name, address, telephone number and specific responsibility of supervisory management of personnel directly responsible for the operation of East Aurora School District 131.

Include detailed resumes, with experience, educational background, and references for each. The District reserves the right to interview and have final approval of the transportation manager assigned to School District operations.

The transportation manager is an employee of the Contractor and under no circumstances is to be considered an employee of the School District; provided that the School District has the right to require the Contractor to replace the transportation manager. The Contractor shall provide timely notice to the School District when a member of the Contractor's management team is no longer employed by the Contractor or no longer assigned to the District's account.

3. Duration and extent of experience in the operation of educational transportation services.
4. A list of all current transportation contracts with other school districts. Give length of time, name, address, and telephone number of contact person for each operation.
5. A list of all contracts lost in the last five years that were terminated or partially terminated prior to the end of expiration of the contracted term and/or for cause, along with a brief explanation of why the contract was lost.
6. A list of names of all the owners of the company or principals of the corporation.
7. An organizational chart showing the staffing lines of authority for key personnel to be used in performing the Contract. At a minimum, the Staff positions should include one (1) manager and one





(1) dispatcher. These key positions should operate independently of each other. These employees shall be issued cellular telephones with text messaging capabilities and their contact information shall be provided to the District.

## **IV. Bid Specifications**

### **1. Scope of Work**

The District provides transportation to **Preschool and Benavides STEAM Academy** students receiving services. The hours for the programs have slight variations from regular school hours and are contingent on the programmatic needs of the students and coordinated with the arrival of other buses at that location. (see Appendix B) Benavides STEAM Academy houses grades K-3<sup>rd</sup> and Preschool grade children will range between three to four years of age with the option of half day or full day instruction. Students are picked up from their home school sites to be transported to Benavides STEAM Academy or one of the five (5) Preschool sites. Routes may pick up at multiple elementary home sites. At the end of the school day, students are returned to their home school site. Parents will be onsite at the home school for pick up and drop off procedures. All bus routes will require a bus monitor/aide at all times. The Contractor shall furnish equipment and personnel sufficient to fulfill the Contract requirements of the District as may be designated under this contract by the Superintendent or designee.

### **2. Attendance Days**

Calendars of the School District programs vary from program to program. The School district projects a minimum of 168 days based on the program unless there is an emergency closing of schools due to weather, absence of utilities, etc. See the appendix for school hours and the school calendar. It is worth noting that the 2021-2022 School Calendar has not been finalized to date, however it is anticipated that students first day of attendance will be no later than August 23<sup>rd</sup>, 2021.

### **3. Term**

The term of the Contract will be for two years, beginning on the first day of the 2021-2022 school year and ending on the last day of the summer school term in the year 2023. The School District and the Contractor will establish a transition schedule by June 1, 2021. The School District and Contractor may mutually agree to extend the Contract for a maximum term of two years on the same terms and conditions as is set forth herein; subject to an increase not to exceed the consumer price index ("CPI") for the 2023-24 and 2024-25 school year, using the CPI rate used to determine the District's property tax extension limit for those years.



#### 4. Buses

*a. Furnishing of Equipment and Personnel.* The Contractor shall furnish equipment and personnel sufficient to fulfill the student transportation requirements of the School District as may be designated under this Contract by the School District's Superintendent or designee. The Contractor shall furnish and operate only those buses which comply with Illinois Statutes and Illinois State Board of Education directives in effect throughout the duration of the contract that regulates the use of school buses in the State of Illinois.

*b. Number, Type and Size of Vehicles.* The Contractor will provide the required number, type and size of vehicles to fulfill its obligations under the Contract.

*c. Condition of Buses.* All vehicles operated by the Contractor shall be kept clean and free from all mechanical, operational, and structural defects, and under no circumstance shall a vehicle with a reported mechanical or operational defect be used with children aboard. A bus which is not in safe mechanical condition may not be operated on highways until it has been repaired and passes subsequent inspection. The Contractor shall provide necessary supplies, parts, and service to maintain all buses in safe, clean, and sanitary condition inside and out.

All school buses will be clearly labeled with the name of the company in accordance with Department of Transportation standards.

The average age of the contractor's bus fleet will not exceed five (5) years. No vehicle more than ten (10) years old and/or with 150,000 miles shall be operated, unless specifically approved in writing by the District's Superintendent or designee. **The School District will also consider an average fleet age of eight (8) years, not more than twelve (12) years old and/or 150,000 miles as Alternate 2.** This includes replacements for contract vehicles that may be out of service due to mechanical failure or accident damage.

*d. Inspection.*

(i) The Contractor shall ensure that all vehicles used in the completion of this Contract will comply with all regulations concerning inspections. Per Illinois law, the Contractor shall have each vehicle inspected every six months or 10,000 miles, whichever comes first, at a State Certified Inspection Station. The cost of said inspection shall be paid by the Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. It is further required, upon request, that a copy of the inspection, as provided by the firm approved by the State of Illinois, will be provided to the School District certifying that the vehicle is safe for use. Buses or vans not passing inspections shall not be used until conditions have been corrected. A certificate of safety and safety stickers must be displayed at all times.



(ii) The School District reserves the right to inspect the fleet and/or equipment and has the authority to require the Contractor to make repairs, replace parts, or replace vehicles if the School District so desires. No vehicle may be used in the transportation of students without first having completed these required inspections.

(iii) Each driver shall complete a Daily Pre-Trip Inspection sheet as required by Illinois law and/or regulations and/or the School district and maintain such records for the review of the School District at least every six months or as more frequently required by Illinois law and/or regulations.

*e. Standard Equipment.*

(i) All buses shall be equipped with a two-way radio communication system, operative at all times with a full time base station. The Contractor will operate and maintain the two-way communication so that clear channels are always available in case emergency communication is required. The two-way radio must be turned on and adjusted in a manner that would alert the school bus driver of an incoming communication request. The Contractor shall provide the School District's Superintendent or designee with the means to monitor two-way communications between buses or vans operating the School District's routes and dispatch. The driver shall test the two-way radio and ensure that it is functioning properly before operating the bus.

(ii) All buses shall be equipped with minimum digital recording devices of a two (2) camera set-up providing audio and video with a capacity of thirty (30) days for all routes and field trips.

The Contractor shall ensure that cameras installed on buses or vans are in working order and shall immediately report to the School District if the cameras are not functioning properly.

All images recorded on the District's routes, whether recorded on a magnetic or digital medium, shall be made available to the Superintendent or Superintendent's designee immediately upon request. It will be the Contractor's responsibility to provide video clips from specific time frames to District Administrators. The digital clip files must be stored by the Contractor for a minimum of thirty (30) days.

The Contractor will provide to the Superintendent or designee the equipment (software and hardware) necessary to view the digital recordings.

The Contractor understands that the District has sole rights to the recordings and must approve all distribution and viewing of any recording of District students, routes, etc.



The Contractor's use, storage, and transmittal of information recorded on the video recording devices shall be in accordance with all federal laws and State laws, including the Illinois School Student Records Act (105 ILCS 10/1 et seq).

(iv) All buses or vans shall be GPS equipped and enabled. Real-time route information shall be provided to the District so that it may access the GPS system (web-based) to gather pertinent information such as on-time performance, late buses or vans, stop times, route time, speed, etc.

(vi) If the Contractor does not have adequate equipment at the time of award of the Contract, the Contractor shall present the School District with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied, and that all such equipment will be available on-site for use by the Contractor for performance of the Contract at least fourteen (14) days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within thirty (30) calendar days after the School District's notification to the Contractor of the approval of the School District's award of the Contract.

The Contractor will provide to the Superintendent or designee a thirty (30) day notice of availability and/or a contingency plan that the above requirements have been met.

(viii) Upon the request of the School District, the Contractor agrees to demonstrate its equipment to the School District. Maintenance records on all vehicles shall be available at School District request.

## **5. Fuel Costs**

The contractor shall furnish all fuel to be used in its performance of this Agreement.

Contractor's compensation for services rendered hereunder shall be adjusted monthly to reflect market changes in Contractor's cost of fuel. Contractor's "Base Fuel Cost" shall be \$2.50 per gallon of fuel, inclusive of all applicable taxes. The School District will cover the cost of fuel over \$2.50 per gallon of fuel up to \$5.00 per gallon of fuel. The Contractor assumes all costs up to \$2.50 and over \$5.00 per gallon of fuel.

Each month during the term of this Agreement, including any renewals or extensions thereof, Contractor's invoice shall include an adjustment for increases or decreases in fuel costs calculated by multiplying (i) the number of gallons of fuel purchased by Contractor for consumption in the performance of the Agreement by (ii) the difference between the appropriate Base Fuel Cost and the average price per gallon of fuel paid during the month for which the invoice is issued.



## **6. Dispatching Operations**

A dispatcher shall be maintained by the Contractor to answer telephone inquiries during normal operating hours of 6:30 a.m. to 4:30 p.m. (or until the last bus is cleared), and to ensure the efficient operation of the routes.

Telephone equipment shall be operable at all times and provide for easy access by the School District.

The Contractor shall provide a dedicated access radio channel at its dispatch office that the School District can utilize for emergency communication. Multiple email and text message addresses are to be provided to the District for transfer of daily information. Cell phone numbers and text messaging addresses of the Contractor must be available to the School District on a 24 hour basis.

The operations office and bus terminal shall be maintained within 15 miles from the School District's administrative offices located at 417 Fifth St. Aurora, Illinois, unless written approval is granted otherwise by the School District. It is worth noting that the District's administrative offices will be relocated to the old Copley Hospital campus on the corner of Lincoln Avenue and Seminary Street in Aurora, IL during the Spring 2021.

## **7. Spare Buses**

The Contractor shall maintain a fleet of spare buses, field trip buses, and extracurricular buses such that the operating fleet is sufficient to meet the needs of the School District and so no service request is denied nor will any service be subcontracted.

# **V. Personnel Requirements**

## **1. General**

The Contractor is required to have sufficient personnel to appropriately service the student transportation needs of the School District as specified herein. The School District requires a minimum level of management, supervisory, and technical personnel. At a minimum, the Contractor must employ the following full-time personnel to service the School District:

- a) One (1) Transportation Manager
- b) One (1) Assistant or Safety Manager
- c) One (1) Dispatcher
- d) One (1) Router



The School District reserves the right to interview and approve, at its sole discretion, the Transportation Manager and Assistant or Safety Manager that initially serve the School District under this Contract. The School District also reserves the right to approve any change of personnel for these positions. If there is a change in personnel, the School District reserves the right to interview and approve, at its sole discretion, any replacement.

The Transportation Manager and/or key personnel (i.e. above management team) must be on duty between 6:30 a.m. and 4:30 p.m. (or until the last bus is cleared). Contractor shall not permit any of its employees, drivers, monitors, aides, contractors or agents to perform any work related to this Contract whose criminal or other background would prohibit them from working with children or in a public school under Illinois law or who have criminal convictions or engaged in other conduct which calls into question such individual's fitness to be in the vicinity of children.

Contractor shall provide the School District with a list of its personnel policies, its safety and training manual, procedural manual and employee handbook.

## **2. Drivers**

a. The Contractor shall be highly selective in the hiring of drivers. Drivers should be persons of ability, character, integrity and fitness, who are acceptable to the School District. The School District reserves the right to require the removal or transfer of any driver, monitor or aide as determined solely by the School District.

b. Bus drivers previously removed from the District for unacceptable performance will not be allowed to return under a new contract.

c. While transporting students, buses shall not be operated by any person other than a licensed school bus driver meeting all requirements for drivers as set forth by the Illinois State Board of Education and the Illinois Secretary of State. The Contractor shall not permit any person to operate a vehicle if the person has not complied with the provisions of the Illinois Vehicle Code and other administrative rules governing the classification, restriction or licensing of persons required to hold a school bus driver permit.

d. The School District expects that there will be consistency in drivers assigned to routes serviced under this Contract and that as much as possible the same drivers will be assigned to the same routes on a daily basis.

e. Drivers and other persons coming into contact with students must be able to communicate effectively in English both verbal and written. Bilingual drivers are desired but not required.





f. Drivers shall not use or operate cell phones or use electronic communication devices while transporting students or while in direct supervision of the students.

g. Each driver assigned to duties in the performance of this contract must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois.

h. Contractor shall maintain a sufficient number of substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent, equal to at least 10% over the regular scheduled drivers for daily routes.

i. In the event of the removal or suspension of any driver, the Contractor shall immediately replace the driver without disruption in service. Upon notification by the Illinois Secretary of State that an employee's school bus driver permit has been suspended or cancelled, the Contractor must notify the District of the suspension or cancellation within two business days.

j. Drivers shall not use indecent language, shall not use tobacco or cannabis products or e-cigarettes on the bus or on School District premises, nor permit students to cause disturbances on the bus.

k. Drivers and aides shall be neatly attired and wear an identification badge at all times. Behavior and communication shall be appropriate at all times.

l. All drivers – including substitute drivers – must be thoroughly familiar with the areas and routes the driver covers. Drivers, either regular or substitute, shall have in their possession while driving a route, an up-to-date map of the route and/or driver's directions for the route they are driving, a list of the road hazards along the route, and must clearly display bus numbers in bus windows.

m. Drivers shall not deviate from the normal route, stops or time schedule except for reasons beyond their control. Deviations shall be reported to the Superintendent or designee.

n. The Contractor shall notify the School District if any driver is cited for any moving violation whether driving a bus or personal vehicle. The Contractor shall not utilize any driver who has ever been convicted of a DUI, reckless driving, or any criminal offense involving children.

o. The following information for all drivers and other non-management personnel involved in this Contract under employment of the Contractor shall be maintained for at least three years and will be provided to the School District upon request. Costs relating to licensing, drug and alcohol testing, and yearly physicals will be the responsibility of the Contractor.

Prior to the start of the school year, the Contractor shall provide the School District with a copy of its drug testing policy for drivers listing of all the School District's assigned bus drivers, including standby drivers, or as requested by the School District. The following information for all drivers involved in this



Contract under employment of the Contractor will be provided to the School District upon request. Costs relating to licensing and drug and alcohol testing of drivers and yearly physicals will be the responsibility of the Contractor.

- i. Name – first, middle, and last.
  - ii. Valid permit number for drivers of school buses or vans and copies of such permits.
  - iii. Proof of completion of the Illinois School Bus Driver Instruction Program and date of completion for school bus drivers.
  - iv. Health certificates and date issued.
  - v. Driver's license number and date of expiration.
  - vi. Evidence of freedom from tuberculosis for individuals who interact with early childhood (pre-kindergarten) students.
  - vii. Proof of age.
  - viii. Proof of drug testing.
  - ix. Evidence of having passed the criminal background investigation, including a full Illinois State Police and Federal Bureau of Investigation fingerprint check.
  - x. First aid certificate.
  - xi. Any and all medications a driver may take, to include over the counter medications, to the extent the Contractor has the ability to respond.
  - xii. Name of any driver that is ticketed and/or arrested during the term of the Contract.
  - xiii. Updated Motor Vehicle Reports (MVR).
  - xiv. Documentation of training in Blood borne Pathogen training.
- p. The Contractor shall not allow bus drivers to have any children (ride-alongs) riding the bus that are not assigned to the route.



### 3. Monitors/Aides

a. Due to the population served, regular bus monitors/aides or 1:1 bus aides are sometimes required. Bus aides may be hired by the Contractor or the School District, at the School District's option, in accordance with all applicable laws and regulations. Aides may be required to possess special training, such as, suctioning and seizures, and behavior management training. Training will be administered at the supervision of the School District program staff when needed. Aides requiring special program in servicing will need to be made available by the Contractor. During the 2019-2020 school year, nine (9) bus aides serviced our Benavides STEAM Academy, ten (10) bus aides serviced our AM Preschool routes and twelve (12) bus aides serviced our PM Preschool routes. Each Bidder's proposal shall include the hourly rate to be charged for bus aide services and that is the rate that shall be charged for all requested bus monitors.

b. Any 1:1 bus aide may be removed should the student, to which the aide is assigned, cease the need for transportation.

c. The following information for all monitors involved in this Contract under employment of the Contractor shall be maintained for at least three years and will be provided to the School District upon request. Costs relating to licensing, drug and alcohol testing, and yearly physicals will be the responsibility of the Contractor.

i. Name – first, middle, and last.

ii. Health certificates and date issued.

iii. Evidence of freedom from tuberculosis for individuals who interact with early childhood (pre-kindergarten) students.

iv. Proof of age.

v. Evidence of having passed the criminal background investigation, including a full Illinois State Police and Federal Bureau of Investigation check.

vi. Any and all medications, to include over the counter medications, to the extent the Contractor has the ability to respond.

vii. Documentation of training in Blood borne Pathogen Training.



#### 4. Training

a. The Contractor shall make all drivers and monitors available for Contractor paid in-service training a minimum of twice a year, or in accordance with State law. Meetings and agendas shall be jointly planned by the Contractor and the School District. Presentations are intended to include information about the unique needs of the School District students (e.g., students with behavior, cognitive and physical disabilities).

One (1) meeting shall occur before the start of the school year and one (1) meeting after the first of the year at a mutually agreed upon location.

The School District retains the right to design, participate in or authorize any such program prior to implementation. It is the intent of this training to foster positive student and driver relationships.

The School District reserves the right to hold school building specific Drivers' meetings with mandatory attendance.

b. The Contractor shall hold safety meetings regularly for drivers and monitors.

c. Evacuation drills will be scheduled by the District in conjunction with the Contractor at least once a year or in accordance with State law. Bus drivers, students, and transportation supervisory personnel shall participate. The Contractor shall provide the training and staff time to effectively execute these drills. Drills will normally be held on District property during normal school hours. Evacuation time and expenses are to be paid by the Contractor.

d. All drivers must participate in an orientation session scheduled and conducted on an annual basis by the Contractor as requested by the School District and/or the Contractor and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education.

e. The Contractor shall administer a safety program for its drivers. This program shall include, but not be limited to, regularly scheduled safety meetings for the Contractor's personnel. A schedule of these meetings will be provided to the School District. A supervisor shall ride with every driver at least once each semester for the purpose of observing driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published time schedules. The Contractor shall maintain a schedule of these rides and shall provide the School District with a monthly summary of driver evaluations conducted during the previous month. In addition, the School District designee may, from time to time, ride to observe driving practices.



## **VI. Safety and Discipline**

1. Students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and the safety of the children shall take precedence. It shall be a primary obligation of the Contractor to operate its affairs so that the School District will be assured of this continuous and reliable service. It is the driver's responsibility to ensure a safe environment during the transportation process.
2. It shall be the driver's responsibility for maintaining appropriate discipline. Incidents of inappropriate behaviors should immediately be reported in writing using a Bus Conduct Report to the designated administrator at the respective school of the School District. The driver is responsible only for discipline required to operate the bus safely. Beyond this point, the driver should ask for assistance. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus without endangering passengers, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonable thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Students shall not be removed from the bus by the driver as a disciplinary measure. Final authority in matters of discipline shall rest with the School District. All problems dealing with student safety and discipline that are beyond the driver's immediate ability to solve should be reported to the School District's Superintendent or designee.
3. Under no circumstances may a driver refuse to transport a student without express consent from the Superintendent or designee.
4. The driver shall, within twenty-four (24) hours of any disciplinary incident, advise the school principal or designee of all serious misbehavior on the bus and shall assist the administration in obtaining whatever information is desired with respect to each incident.
5. Drivers are expected to follow all instructions, rules and regulations for proper discipline and safe operation of buses or vans as outlined by the Illinois School Bus Transportation manual.
6. All vandalism damages to the Contractor's equipment, fleet or facilities will be the responsibility of the Contractor. The School District will assist the Contractor in seeking restitution for malicious damage. The Contractor shall report to the School District's Superintendent or designee all known pertinent information regarding incidents of vandalism including date, route and, if possible, name of the student.
7. While transporting students, drivers shall not leave the vehicle unattended.
8. Drivers and aides will use the utmost care in assisting all students. No preschool or Benavides STEAM Academy student will be dropped off unsupervised without prior approval from the School District.



Drivers shall supervise the loading and unloading of their buses.

9. Driver and/or aides are solely responsible for properly securing all wheelchairs and mobility devices. The Contractor is responsible for providing proper fitting harnesses or safety vests for those students designated as needing them. Bus personnel are responsible for making sure students are properly secured by parent/guardians at the home and District personnel at the schools. The Contractor is responsible for providing the training necessary in securing procedures for their driver/aide staff.
10. No unauthorized persons shall be allowed in any vehicle while it is engaged in transporting students; however, the School District reserves the rights to have an authorized School District employee ride on any vehicle on any route, without prior notice to the Contractor. Rides by parents for personal reasons are expressly forbidden with exception to those receiving prior permission from the Contractor and the School District.
11. Drivers shall not permit more passengers to occupy the bus than there are seats available and shall not permit passengers to stand or sit on the floor while the bus is in motion.
12. All buses operated for the School District must be a smoke-free environment.
13. Buses will not be fueled while students are on board.
14. Starting of buses and idling of buses are not permitted during the loading and unloading of students except at bus stops off school grounds unless District approval has been granted. Exceptions can be granted by the Superintendent or designee for extreme weather conditions.
15. Drivers are required to walk through their bus to the rear at the end of each run, work shift, or work day, immediately following the final stop to check for the following: students, lost belongings, and damage to property. The driver shall activate the interior lights of the bus to assist the driver in seeing in and under the seats during a visual sweep of the bus.





## **VI. Preschool and Benavides STEAM Academy Transportation**

Preschool and Benavides STEAM Academy transportation is provided for students within the district. Approximately 722 students receive transportation services. The hours for the programs have slight variations from regular school hours and are contingent on the programmatic needs of the students and coordinated with the arrival of other buses at that location.

The following is relevant information the contractor should be aware of:

- 1) Pursuant to applicable laws, bus routes should not be scheduled to exceed one hour in length at any time, if physically possible. The length of the bus route should be an important consideration and initial routes should be established at a 45-minute limit.
- 2) Students cannot be left alone without an adult present. Unless authorized, students must be released to a parent or another designated responsible adult as long as they present their designated pick up card designated from the school building. Procedures mutually agreed upon between the district and the contractor shall be developed regarding situations when no one is at the designated stop to receive the student.
- 3) The contractor should be aware of the reality of frequent changes in addresses, additional students and necessary adjustments of transportation, including equipment, time, and locations of services.
- 4) Route changes should be made immediately where these can be accommodated, and in no case should these changes take longer than three school days to implement.
- 5) The bus driver will be responsible for ensuring that all students are securely fastened in their seat; either by seat belt, harness, car seat, or wheelchair as their individual needs dictate.

### **MIDDAY BUS ROUTES**

Preschool routes will consist of midday bus routes at the end of the AM schedule and at the beginning of the PM session.

### **FIELD TRIPS**

The only variation for Preschool and Benavides STEAM Academy students for school field trips is the requirement of special equipment when appropriate. Lift buses must be provided for field trips that occur during the year as requested. There may be several field trips for students throughout the year that may require advance notice and coordination between the contractor and the district is essential.



## **VII. Service Requirements and Conditions**

### **1. School Calendar**

All transportation will be in accordance with the School District and/or school calendar including provisions for holidays, institute days, early dismissal for in-service training, beginning time for the school day and ending time for the school day. It is worth noting that the start times may vary by building. Start times are included in the Appendix.

When approved by the Board of Education the School District shall furnish the Contractor with a tentative School District calendar for the following year. Subsequent changes to the School District calendar will be furnished to the Contractor in a timely fashion and Contractor shall comply with the changes.

### **2. Pick Up and Delivery of Students**

a. Students will be picked up and delivered to the same location unless directed otherwise in writing by the School District's Superintendent or designee. Students shall be delivered to an authorized adult or older sibling. The designated adult should always present their building designated card in order for the student to be released. No change in place of pick-up or drop-off for any student shall be effected without written notice to and approval from the School District's Superintendent or designee. Any deviation from this procedure must have the approval of the School District's Superintendent or designee. If no adult or older sibling is at the bus stop at the time of drop-off the driver shall act in accordance with School District policies and shall contact the School District's Superintendent or designee.

b. Students are to be delivered to school no earlier than thirty (30) minutes and no later than five (5) minutes prior to the start of the school day unless other arrangements are mutually agreed upon between the Contractor and the School District. Buses shall be scheduled, when possible, to arrive at the schools no less than five (5) minutes prior to dismissal and shall depart as soon as all students have boarded the bus, delivering passengers to their respective bus stops within the times set forth above. Drivers shall not leave bus stops (student loading areas) prior to the scheduled time of departure. Bus drivers should not deviate from the set routes nor should drivers negotiate with parents regarding routes. The Contractor must contact the School District's Superintendent or designee when routes are ten or more minutes late.

c. Homebound buses must be parked in place prior to the school dismissal bell and will not depart until released by a representative from the school.



### **3. Route Schedules**

Deviations in route schedules may occur from time to time and should be anticipated. Information on children added or dropped from routes shall be provided to the Contractor by the Superintendent or designee in separate communications. Add(s) or drop(s) to bus routes will be implemented by the Contractor no later than the 3rd business day following notification from the District.

### **4. Display of Route Picture/Number**

The Contractor shall display on each bus a clearly visible route number or designated symbol a numbering device on the side window next to front door.

### **5. Designated Students**

Only pupils designated by the School District's Superintendent or designee may be permitted to ride on buses or vans operated by the Contractor under this Contract. Under no circumstances may a driver refuse to transport a student without express consent from the School District's Superintendent or designee.

### **6. Absences**

On all routes, the Contractor is responsible for reporting any student absences in excess of three (3) consecutive days to the School District.

### **7. No Vehicle Transfers**

No student will be transferred from one vehicle to another while in route to or from school without the express permission of the School District's Superintendent or Superintendent's designee. The only exception to this rule will be a vehicle breakdown situation.

### **8. Accurate Records**

The Contractor will keep accurate records of the number of days per month a student is scheduled for transportation.

### **9. Student Data and Privacy**

a. The Contractor shall cause each officer, director, employee and other representative who shall have access to any personally identifiable student record information of the School District's students (hereinafter "Confidential Student Records") during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all Confidential Student



Records. The Contractor shall take all reasonable steps to insure that no Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Contractor performing functions for the Board under the Agreement and have agreed to be bound by the terms of this Agreement; (ii) are authorized representatives of the School District, or (iii) are entitled to such Confidential Student Records from the Contractor pursuant to federal and/or Illinois law. The Contractor shall use Confidential Student Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by the Contractor of its obligations pursuant to the Agreement. The identity of Authorized Representatives having access to the Confidential Student Records will be documented and access will be logged.

b. The Contractor and the School District agree that the purpose of this Addendum is to ensure compliance with the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA"). The Contractor is hereby identified as an entity acting for the Board in the performance of functions that a Board employee or employees would otherwise perform.

c. The Contractor shall institute commercially reasonable physical and technical safeguards, no less rigorous than accepted industry practices (updated as such practices evolve), to protect the Confidential Student Records from unauthorized access or disclosure (a "Security Breach").

d. In the event of a Security Breach, the Contractor shall promptly institute the following:

i. Provide the School District with the name and contact information for an employee of the Contractor who shall serve as the School District's primary security contact and shall be available to assist customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;

ii. Notify the Superintendent or designee of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after the Contractor becomes aware of it; and

iii. Notify the Superintendent or designee of any Security Breaches by telephone and with a copy by e-mail to the Contractor's primary business contact within the School District.

e. Immediately following the Contractor's notification to the Superintendent of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the Superintendent in the District's handling of the matter, including, without limitation:



- i. Assisting with any investigation;
- ii. Facilitating interviews with the Contractor's employees and other involved in the matter;  
and
- iii. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, or as otherwise reasonably required by the Board.

f. Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Contractor covenants and agrees that it promptly shall deliver to the Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the Board, all Confidential Student Records of District 131 students. The Contractor hereby acknowledges and agrees that, solely for purposes of receiving access to Confidential Student Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Contractor and its Authorized Representatives shall be deemed to be school officials of the School District, and shall maintain the Confidential Student Records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Contractor and its Authorized Representatives regarding the information contained in the Confidential Student Records shall survive termination of the Agreement. The Contractor shall indemnify and hold harmless the School District from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with a breach by the Contractor or any of its officers, directors, employees, agents or representatives of the obligations of the Contractor or its Authorized Representatives under this section.

g. The Contractor shall not sell or otherwise disclose to a third party any data received from the School District.

h. The Contractor shall not transmit to or store any data received from the School District on a server or other data storage medium located outside the United States of America.

#### **10. Vehicle Breakdowns / Stand-by Buses or vans**

If during normal school hours a bus breaks down or cannot be safely or legally operated, or a route is more than ten minutes late, another bus shall be immediately dispatched and shall arrive onsite within ten (10) minutes of the occurrence. The Contractor shall keep sufficient standby vehicles in the area to enable the Contractor to meet this requirement. The Contractor shall also notify the School District contact by phone or text message.



## **11. Accidents**

- a. In the event of an accident in which students are on board, the Contractor is responsible for notifying the Superintendent or designee, and then the specific school where the students attend by telephone within ten (10) minutes, and then by written report filed within twenty-four (24) hours. The Contractor is responsible in the event of any accident to follow established procedures, including the prompt obtaining of any necessary medical assistance, the notification of the responsible police department and to assist the District in parental notification if so requested.
- b. In the event of an accident where the driver is in part or in whole responsible for the accident, a substitute driver and bus must be provided for the next scheduled route. It is the Contractor's responsibility to determine the roadworthiness of any vehicle involved in an accident.

## **12. Emergencies and Evacuations**

In an emergency closing, the Contractor will follow instructions from the School District's Superintendent or designee and shall provide the required transportation within 15 minutes after the School District's request. The Contractor shall not receive additional compensation for operation during emergency closings. Emergency procedures will be reviewed each year by the School District Superintendent and/or designee and the Contractor before publication to schools and parents.

The Contractor will work with the School District to create an emergency plan describing the actions the driver and aide will take should a bus accident occur. The Contractor will work with the School District in all matters concerning emergency school evacuations, lockdowns, and relocation of students via transportation to alternate locations. It is the Contractor's responsibility to in-service all drivers regarding the emergency plan. A copy of the plan shall be maintained in each vehicle.

Updated emergency data on the students being transported in any vehicle will be required to be available at the operating base.

In an evacuation closing, the Contractor will follow instructions from the School District's Superintendent or Superintendent's designee. The Contractor shall not receive additional compensation for operation during evacuations.





### **13. Service Interruption**

In the event that service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event, which prevents the Contractor from furnishing service, the School District shall maintain the right to secure and substitute other transportation services. Service interruptions, for reasons other than weather or natural disasters beyond the Contractor's control, shall be grounds for termination of the Contractor's services.

If the cost of the substitute transportation services are higher than the Contractor's cost (agreed upon in the Contract), then the Contractor shall pay the difference between its charges and the charges of the substitute company, provided, however, that the School District may, at its discretion, elect to make a claim for any such difference against the Contractor's Performance Bond.

If necessary to reschedule the days lost because of the Contractor's failure to perform, the Contractor shall provide bus service in accordance with this Contract for each day rescheduled at no cost to the School District.

### **14. Postponement or Cancellation of Bus Routes**

In the event of severe weather conditions, snow or other inclement weather which creates hazardous driving conditions, the Contractor shall have the responsibility to notify the Superintendent or designee by 4:00 a.m. if they are capable of full operations (buses and drivers) to service the District. The School District's Superintendent or designated representative shall then decide whether to alter, postpone or cancel bus routes or schedules. The Contractor shall receive no compensation for routes not serviced as a result of inclement weather or pandemic related closures. The School District reserves the right to change route times as determined by the Superintendent or designated representative.

### **15. Management Review Meetings**

The School District reserves the right to call quarterly management review meetings between the Contractor's senior management and the School District to review ongoing operational performance.



## **VIII. Routes and Schedules**

### **1. Development of Routes**

The Contractor shall develop all schedules and routes based on stop and rider information provided by the School District whenever requested. Routes shall be designed to provide one-way transportation riding time normally not to exceed forty-five (45) minutes. The Contractor agrees that information is not to be shared with anyone unless the School District agrees in writing to such disclosure. All schedules and routes are subject to approval by the School District. Final determination of the routing rests with the School District.

### **2. Establishment of Routes**

Preliminary routes shall be established no later than fourteen (14) days prior to the first day of student attendance. Final routes shall be established no later than three (3) business days prior to the first day of student attendance. After schedules are established, the Contractor shall insure that all buses or vans will meet the schedules in order to avoid disruption at the student's home and at the School District. The School District shall establish the starting and closing times for individual classes and students. The School District may permanently alter starting and closing times.

### **3. Changes to Routes**

Once the routing plan has been fully approved by the District, the Contractor without the consent of the District may not change it. Changes may be agreed to via telephone, but must be confirmed within three (3) business days by written communication with the Superintendent or Superintendent's Designee. The District may require route changes based upon changing student population or other needs. Out of necessity, many students are added to programs after the initial data is submitted. Up to three (3) full working days advance notice shall be given for the addition of students, change in students' schools, or any contemplated route changes by either party to the Contract.

The Contractor will agree to establish new routes and accommodate new students within three (3) school days of being advised of any new students. All changes are subject to the approval of the School District. The Contractor shall attempt to minimize the costs to the School District by revising routes to require the minimum number of vehicles. The Contractor is encouraged to review established routes, stops and times and make suggestions which may result in more efficient service to the students on an ongoing basis. The School District retains the right to reduce/increase the number of routes.



#### **4. Recommended Changes to Routes**

The final, established bus routes will be followed exactly by the bus driver. Any changes that are presented to a driver by a parent or member of the community will be referred to the School District for a decision. Any changes the driver feels should be made for convenience must be approved by the School District. The School District reserves the right to specify the type of vehicle used on all routes.

#### **5. Route Sheets**

Upon the establishment of all routes in the summer/fall of each year, and the approval by the School District, the Contractor will supply the School District with route sheets, within the first two (2) weeks of the opening of school. The School District programs may start on varying schedules. Route sheets must indicate the route number, the name of each student riding the route, the pickup time for each student, and the time each student is dropped off after school. Deadhead time on either end of a route is limited to thirty (30) minutes or less. The Contractor will arrange routing so as not to blend the School District students with those of another contract, unless permitted by the School District. A full updated set of route sheets will be provided to the School District upon request and, if requested by the School District, shall be provided in an electronic format. Decisions involving the amendment of a route will be done only with the approval of the School District.

#### **6. Data**

Student data submitted shall include the number of students to be transported as known at that time and any special transportation requirements related to these students, such as: a. Length of trip; b. Pick up and drop off points; c. School District start and ending times; d. School District calendar; and e. Special equipment or special need.

#### **7. Software and Information Systems**

Contractor shall have bus routing and scheduling software to propose routing solutions and share route and scheduling data electronically. The Contractor shall provide the district with access to its routing software.

The Contractor shall have a computer system able to receive data information from the School District's student information system.

The Contractor will provide the District with route information in an electronic format acceptable to the District by August 1<sup>st</sup> of each year of the Contract (or other date as agreed to by the District).



## **8. Start of Year**

Prior to the first day of school each year and before new enrollees for new Preschool/Benavides STEAM Academy begin, the Contractor shall, on the date and time prescribed by the School District, conduct a “dry-run” of all routes. The driver assigned to the route shall perform the dry-run and all dry-runs will be accomplished at no cost to the School District. Each time a new driver is assigned to a route the newly assigned driver shall dry-run the route. The dry-run will not be required for standby drivers who cover a route for the regularly assigned driver, unless requested, in advance, by the School District.

## **9. Review for Hazards**

The Contractor will review all routes according to Illinois State Board of Education and Illinois Department of Transportation guidelines and report findings to the School District.



## **IX. Charters, Field Trips, & Shuttles**

1. Each school that conducts a field trip shall schedule at least one faculty member or other approved adult supervisor on each field trip/shuttle bus.
2. Field trips shall be scheduled by the principal or designee of the school requesting the trip at least twenty one (21) business days in advance of the field trip.
3. The Principal, at no charge, may cancel field trips when the cancellation occurs not less than 24 hours prior to the field trip. Bidders wishing to do so may attach to their bid a schedule of cancellation charges for field trips, which are canceled without at least one calendar day of advance notice.
4. Trips cancelled due to severe weather up to two (2) hours prior to the trip time will incur no charge.
5. Rate. A trip is defined as the transport of a student or the maximum number of students the bus is legally able to carry from the first point of student pick-up to the trip destination and return to a final point of student drop-off. A shuttle is defined as a combination of a field trip pick-up/drop-off at one designation within the start and end time of the trip that transports a student or the maximum number of students the bus is legally able to carry. A field trip shall be subject to a minimum charge of two (2) hours for any trip requested.
  - a. Cost Per Hour. Time and mileage charges begin and end at the school day. Drivers must arrive 15 minutes prior to the scheduled departure time to allow for loading of students. Charges will be billed gate to gate in 15 minute increments.
  - b. Drop-off & Pick-up. All trip buses or vans, unless mutually agreed upon by the Contractor and School District, will stay at the destination point for the entire duration of the field trip. Where feasible, the School District has the right to request a drop-off and pick up at a later time if the bus and driver do not need to stay at the assigned location.
6. The School District retains the right to contract with other providers to provide transportation for homeless students, non-school bus transportation, or for buses for trips over 50 miles, overnight trips and for other trips where buses or vans with luggage carrying space are preferred by the School District.



## **X. Penalties**

### **1. Standards of Conduct**

The Contractor selected agrees that the highest standards of delivery service are expected to be provided to the School District at all times during the term of this Contract.

### **2. Assessment of Penalties**

The School District reserves the right to withhold certain payments in part or in whole based on the Contractor's performance under the terms of this Contract. By accepting this Contract, the Contractor agrees that in the event of the specific service violations listed herein, that sums listed under each occurrence may be withheld from the next subsequent payment due the Contractor.

Conditions such as weather, traffic accidents that impede traffic, and construction that are outside of the Contractor's control will not result in the assessment of a penalty for applicable situations outlined below, provided that the Contractor provides reasonable notice to the School District's Superintendent or designee of the event, and the School District's Superintendent or designee, in his or her discretion, determines that the Contractor's reason for the service violation is valid. The School District's Superintendent or designee will utilize current service expectations when assessing penalties.

- a. Late AM drop off at school program site after final bell, \$100 per occurrence.
- b. Late PM arrival at school site after dismissal bell, \$100 per occurrence.
- c. Failure to operate a route without 24 hours prior notice to the District, \$750 per occurrence.
- d. Camera system non-operational, \$500 per occurrence.
- e. Leaving a child on the bus after the last stop, \$10,000 per occurrence.

Egregious or repeated service interruptions, or violations of the terms of this Contract, shall permit the District to terminate Contractor's services on 15 days advance notice.



## **XI. Appendices**



## Appendix A. Services Contract

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Board of Education of East Aurora Unit School District No. 131, Kane County, Illinois (“District”)**, and \_\_\_\_\_ (**“Contractor”**) (collectively referred to as **“the parties”**).

### WITNESSETH

**WHEREAS**, District has requested public bids for the provision of student transportation services (**“Services”**);

**WHEREAS**, Contractor has submitted a bid for provision of the Services; and

**WHEREAS**, District has awarded this Contract to Contractor to provide student transportation services in accordance with the Contract Documents described herein.

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Duration of Contract.** The Contract shall be effective from the beginning of the 2021-2022 school year, and shall continue in force and effect through the end of the 2022-2023 school year, and for the period thereafter as may be extended by the parties.
2. **Contract Documents.** The documents comprising the entirety of this Contract (the **“Contract Documents”**) are the Bid Specifications, including Appendices thereto, the bid proposal form submitted by Contractor, including any additional documentation submitted with the bid proposal form, and this Contract.
3. **Document Supremacy.** In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of this Contract shall prevail over all other documents, and the term or provision of the Bid Specifications and Appendices thereto shall prevail over the Contractor’s bid proposal form.
4. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Bid Specifications and their Appendices in the amounts listed in the bid proposal form submitted by Contractor, with additions or deductions as authorized by the Contract Documents.
5. **Complete Understanding.** The Contract Documents set forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties. If any provision of this Contract is determine to be illegal or unenforceable by a





court of competent jurisdiction, then such provision shall be removed herefrom and the remaining terms of this Contract shall continue in full force and effect.

6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
7. **Indemnification.** The Contractor agrees to indemnify, hold harmless, and defend the District and the Board, including, but not limited to, its individual members, officers, employees, student teachers, students, volunteers, representatives, agents, successors, and assigns, and each and every one of them, from and against all suits, actions, legal proceedings, claims, and demands and against all damages, judgments (including, but not limited to, for personal injury or death to any third party, employee or student of the District, employee of the Contractor or any subcontractor, and their dependents or personal representatives), losses, costs, expenses, and attorney's fees in any manner caused by, arising from, incident to, connected with, or growing out of the maintenance or operation of buses or vans or the provision of transportation services under this contract, or arising out of any infringement of any patent, copyright or trademark, except for such claims caused solely by the negligence of the party seeking indemnity.

**IN WITNESS WHEREOF,** the parties have executed this Contract in duplicate on the dates indicated below.

**DISTRICT:**

BOARD OF EDUCATION OF EAST AURORA UNIT  
SCHOOL DISTRICT NO. 131, KANE COUNTY

By: \_\_\_\_\_

Its: Board President

Date: \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Its: Board Secretary

Date: \_\_\_\_\_



## Appendix B. School Calendar, Schedule and Contact Information

AMENDED

# EAST AURORA SCHOOL DISTRICT 131 2020-21 SCHOOL CALENDAR

417 Fifth Street, Aurora IL 60505 (630) 299-5550 www.d131.org info@d131.org



AUGUST					SEPTEMBER					OCTOBER					NOVEMBER				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7		1	2	3	4				1	2	2	3	4	5	6
10	11	12	13	14	7	8	9	10	11	5	6	7	8	9	9	10	11	12	13
17	18	19	20	21	14	15	16	17	18	12	13	14	15	16	16	17	18	19	20
24	25	26	27	28	21	22	23	24	25	19	20	21	22	23	23	24	25	26	27
31					28	29	30			26	27	28	29	30	30				
DECEMBER					JANUARY					FEBRUARY					MARCH				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
	1	2	3	4					1	1	2	3	4	5	1	2	3	4	5
7	8	9	10	11	4	5	6	7	8	8	9	10	11	12	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19	15	16	17	18	19
21	22	23	24	25	18	19	20	21	22	22	23	24	25	26	22	23	24	25	26
28	29	30	31		25	26	27	28	29						29	30	31		
APRIL					MAY					JUNE									
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
			1	2	3	4	5	6	7		1	2	3	4					
5	6	7	8	9	10	11	12	13	14	7*	8*	9*	10*	11*					
12	13	14	15	16	17	18	19	20	21	14	15	16	17	18					
19	20	21	22	23	24	25	26	27	28	21	22	23	24	25					
26	27	28	29	30	31					28	29	30							

Non-attendance day for students  
 Half Day: Student Attendance (All Remote Learning)  
 \* Student Emergency Days (if Necessary)

AUGUST		FEBRUARY	
24	Institute Day	15	No School - Presidents Day - District Closed
25	Institute Day	24	Parent Teacher Conferences
31	First Day for Students	25	Half Day for Students (All Remote Learning)
		26	County Wide Institute Day
SEPTEMBER		MARCH	
7	No School - Labor Day - District Closed	25	Start of Fourth Quarter
18	Half Day for Students (All Remote Learning) - School Improvement	29-31	No School - Spring Break
OCTOBER		APRIL	
12	No School - Columbus Day - District Closed	1-5	No School - Spring Break
23	Start of Second Quarter	MAY	
29	Half Day for Students (All Remote Learning) - Parent Teacher Conferences	5	Half Day for Students (All Remote Learning) - School Improvement
30	No School - Parent Teacher Conferences	31	No School - Memorial Day - District Closed
NOVEMBER		JUNE	
3	No School - Election Day	4	Last Day of School - Half Day for Students (All Remote Learning) - School Improvement
11	No School - Veterans Day - District Closed		
18	Half Day for Students (All Remote Learning) - School Improvement		
26-27	No School - Thanksgiving Break - District Closed		
DECEMBER		* If no additional emergency days are used, the last day of school for students and staff will be June 4, 2021. In the event an additional emergency day is used, 6/4 will become a full day and 6/5 will be a half day of attendance for students. If all 5 emergency days are used, the last day of school for students and staff will be 6/9.	
18	Half Day for Students (All Remote Learning) - School Improvement		
21-31	No School - Winter Break		
JANUARY			
1	No School - Winter Break		
4	No School - Institute Day		
18	No School - Start of Third Quarter - Martin Luther King Jr - District Closed		



## Appendix B. School Calendar, Schedule and Contact Information con't.

Please Note: The School Schedule as shown below is from the 2019-2020 school year as the 2020-21 School Year ran on a modified schedule due to the ongoing COVID-19 Pandemic.

### Pre-K Half Day School Hours

Please reference the below chart for daily school hours:  
(Early Childhood Center, Child Service Center, & Oak Park)

School Schedule	Weekdays
*AM Start	8:15 AM
AM End	10:45 AM
*PM Start	11:45 AM
PM End	2:15 PM
*Pre-K snack included – Does not honor lat start Tuesday	

### Pre-K Full Day School Hours

Please reference the below chart for daily school hours:  
(Early Childhood Center & O'Donnell)

School Schedule	Mon	Tue <i>*late start</i>	Wed	Thu	Fri
*Start	8:00 AM	9:00 AM	8:00 AM	8:00 AM	8:00 AM
End	3:00 PM	3:00 PM	3:00 PM	3:00 PM	3:00 PM
*Breakfast included					

### STEAM Academy School Hours

Please reference the below chart for daily school hours:  
(Benavides)

School Schedule	Mon	Tue <i>*late start</i>	Wed	Thu	Fri
*Start	8:20 AM	9:20 AM	8:20 AM	8:20 AM	8:20 AM
End	3:30 PM	3:30 PM	3:30 PM	3:30 PM	3:30 PM
*Breakfast included					

### Half Day

*Start	8:20 AM
End	12:00 PM



## Appendix B. School Calendar, Schedule and Contact Information con't.

### School Contact Information

#### Preschools

**Aries "Jaybird" Gonzalez  
Child Service Center**  
1480 Reckinger Road, Aurora IL  
Phone: (630) 299-7590  
Fax: (630) 299-7904  
csc.d131.org

**Early Childhood Center**  
278 E. Indian Trail, Aurora IL  
Phone: (630) 299-7460  
Fax: (630) 299-7461  
ecc.d131.org

#### STEAM Academy

**Benavides Kindergarten Center**  
250 E. Indian Trail, Aurora IL  
Phone: (630) 299-7560  
Fax: (630) 299-7561  
benavides.d131.org

#### Elementary Schools

**Allen Elementary School**  
700 S. Farnsworth Avenue, Aurora IL  
Phone: (630) 299-5200  
Fax: (630) 299-5201  
allen.d131.org

**Dieterich Elementary School**  
1141 Jackson Street, Aurora IL  
Phone: (630) 299-8280  
Fax: (630) 299-8281  
dieterich.d131.org

**Krug Elementary School**  
240 Melrose Avenue, Aurora IL  
Phone: (630) 299-5280  
Fax: (630) 299-5299  
krug.d131.org

**Bardwell Elementary School**  
550 S. Lincoln Avenue, Aurora IL  
Phone: (630) 299-5300  
Fax: (630) 299-5302  
bardwell.d131.org

**Gates Elementary School**  
800 Seventh Avenue, Aurora IL  
Phone: (630) 299-5600  
Fax: (630) 299-5601  
gates.d131.org

**Oak Park Elementary School**  
1200 Front Street, Aurora IL  
Phone: (630) 299-8250  
Fax: (630) 299-8251  
oakpark.d131.org

**Beaupre Elementary School**  
954 E. Benton Street, Aurora IL  
Phone: (630) 299-5390  
Fax: (630) 299-5399  
beaupre.d131.org

**Hermes Elementary School**  
1000 Jungels Avenue, Aurora IL  
Phone: (630) 299-8200  
Fax: (630) 299-8201  
hermes.d131.org

**O'Donnell Elementary School**  
1640 Reckinger Road, Aurora IL  
Phone: (630) 299-8300  
Fax: (630) 299-8301  
odonnell.d131.org

**Brady Elementary School**  
600 Columbia Street, Aurora IL  
Phone: (630) 299-5425  
Fax: (630) 299-5474  
brady.d131.org

**Johnson Elementary School**  
1934 Liberty Street, Aurora IL  
Phone: (630) 299-5400  
Fax: (630) 299-5401  
johnson.d131.org

**Rollins Elementary School**  
950 Kane Street, Aurora IL  
Phone: (630) 299-5480  
Fax: (630) 299-5481  
rollins.d131.org

#### Middle Schools

**Cowherd Middle School**  
441 N. Farnsworth Ave., Aurora IL  
Phone: (630) 299-5900  
Fax: (630) 299-5901  
cowherd.d131.org

**Simmons Middle School**  
1130 Sheffer Road, Aurora IL  
Phone: (630) 299-4150  
Fax: (630) 299-4151  
simmons.d131.org

**Waldo Middle School**  
56 Jackson Street, Aurora IL  
Phone: (630) 299-8400  
Fax: (630) 299-8401  
waldo.d131.org

#### Magnet Academy

**Fred Rodgers Magnet Academy**  
157 N. Root Street, Aurora IL  
Phone: (630) 299-7175  
Fax: (630) 299-7188  
magnet.d131.org

#### Partnership Schools

**Dunham STEM Partnership School**  
347 S. Gladstone Avenue, Aurora IL  
Phone: (630) 947-1240  
stem.aurora.edu

**Hope D. Wall School**  
449 W. Indian Trail, Aurora IL  
Phone: (630) 301-5008  
Fax: (630) 844-4534

#### High Schools

**East Aurora High School**  
500 Tomcat Lane, Aurora IL  
Phone: (630) 299-8000  
Fax: (630) 299-8004  
easthigh.d131.org

**East Aurora Extension**  
1685 N. Farnsworth Ave, Aurora IL  
Door 3  
Phone: (630) 299-3084  
extension.d131.org

### Appendix C. Service Items and Current Usage

The School District's 2019-2020 service utilization is provided below. Service quantities may change based upon the needs and discretion of the School District.

Preschool Routes		
Preschool AM Routes	School times: 8:15 am – 10:45am	10 routes per day
Preschool PM Routes	School times: 11:45 am – 2:15pm	12 routes per day
Preschool Full Day Routes	School times: 8:00 am – 3:00pm	5 routes per day
Monitors		10 am monitors / 12 pm monitors/ 5 full day monitors
Benavides STEAM Academy		
Round Trip	School times: 8:20 am – 3:30pm	9 routes per day
Monitors		9 monitors per day



## Appendix D. Required Bid Forms

The following forms must be completed and submitted with the sealed bid.



## Appendix D1. Bid Submittal Form

### Base Bid- Preschool and Benavides STEAM Academy

(Average fleet age of five (5) years, ten (10) years or 150,000 miles maximum)

The undersigned bidder, \_\_\_\_\_ agrees to perform all the work for the Contract for the following costs:

Part/ Line	Description	SY 2021-22 Rate	SY 2022-23 Rate
<b>A</b>	<b>Preschool (per hour)</b>		
1	AM routes	\$	\$
2	PM routes	\$	\$
3	Full day routes	\$	\$
5	Bus Monitor	\$	\$
<b>B</b>	<b>Benavides STEAM Academy (per hour)</b>		
1	Regular routes	\$	\$
2	Bus Monitor	\$	\$
<b>C</b>	<b>Charters (field trips, etc.)</b>		
7	Base rate per hour	\$	\$
8	Additional time (15 min increments)	\$	\$

This proposal is based on the usage of \_\_\_\_\_ (buses) utilizing estimated student counts



## Appendix D2. Bid Submittal Form

### **Alternate Bid 1- Preschool and Benavides STEAM Academy**

(Average fleet age of eight (8) years, twelve (12) years max age or 150,000 miles maximum)

The undersigned bidder, \_\_\_\_\_ agrees to perform all the work for the Contract for the following costs:

Part/ Line	Description	SY 2021-22 Rate	SY 2022-23 Rate
<b>A</b>	<b>Preschool (per hour)</b>		
1	AM routes	\$	\$
2	PM routes	\$	\$
3	Full day routes	\$	\$
5	Bus Monitor	\$	\$
<b>B</b>	<b>Benavides STEAM Academy (per hour)</b>		
1	Regular routes	\$	\$
2	Bus Monitor	\$	\$
<b>C</b>	<b>Charters (field trips, etc.)</b>		
7	Base rate per hour	\$	\$
8	Additional time (15 min increments)	\$	\$

This proposal is based on the usage of \_\_\_\_\_ (buses) utilizing estimated student counts





The undersigned, having become familiar with the local conditions affecting the cost of operating transportation services with the Contract Documents including the Advertisement for Bid, Instructions to Bidders, Bid Qualifications, Specifications, Requirements, and Addenda issued thereto, hereby agrees to furnish all labor, material, equipment, and services necessary to safely transport students.

---

Bidder

---

By

---

Address

---

Signature

---

City, State ZIP

---

Its

---

Telephone

---

Date



### **Appendix D3. Contractor Certifications**

#### **Addenda Receipt**

The receipt of addenda numbers(s) \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the Bid. All addenda shall become part of the final contract.

---

Signature

#### **Certificate of Eligibility to Bid**

The undersigned hereby certifies that the Bidder is not barred from Bidding on the Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Illinois Criminal Code of 1961, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4). He/she/it also certifies that he/she/it has read, understands, and agrees that the Board's acceptance of the Contractor's offer by issuance of a contract will create a binding contract.

---

Signature

#### **Non-Collusion Affidavit**

The undersigned Contractor or agent states that he/she/it has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her/it, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. Contractor further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

---

Signature



**Certificate Regarding Sexual Harassment Policy**

The undersigned Contractor certifies that he/she/it has complied with the requirement of 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

---

Signature

**Certificate of No Smoking/Tobacco Policy**

The undersigned Contractor agrees that he/she/it and his/her/its employees and subcontractors will abide by the Board's no smoking/tobacco policy on all District sites and on all Contractor's buses or vans.

---

Signature

**Certificate Regarding Equal Employment Opportunity**

The undersigned hereby certifies that the Bidder is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105).

---

Signature

**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

---

Signature



## Appendix D4. Acknowledgement of Submission

### Acknowledgement of Submission

After having read all the bid specifications and conditions and understanding the same, I hereby submit this bid proposal in accordance with the bid specifications and conditions contained in these Bid Documents.

The undersigned hereby certifies, that the undersigned has read, understands, and agrees to all of the terms included in these Bid Documents and Appendices. If the Board of Education chooses to accept this bid proposal, the Bid Documents and Appendices will be incorporated into and become part of the binding Contract between the Bidder and the Board of Education. In making this bid proposal, the undersigned waives all right to plead any misunderstanding of the Bid Documents and agrees to perform all of the work required herein. If this bid proposal is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and terms stated, and subject to all conditions recorded on this bid proposal.

The undersigned Contractor has checked all the figures contained in this proposal and further understands that the Board will not be responsible from any errors or omissions made therein by the undersigned.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Its

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public



**Appendix E. No Bid Response Questionnaire**

**COURTESY “NO BID” RESPONSE QUESTIONNAIRE**

If you are not submitting a price on this bid, we would like your input as to why you are not bidding. Please indicate your reason and return by Bid Due Date to:

Dr. Ann Williams, Chief Financial Officer/CSBO  
East Aurora School District 131  
417 Fifth Street  
Aurora, IL 60505

- ☐ Prior commitments, too busy
- ☐ The school district is too small for us to service the contract
- ☐ Too large a service contract
- ☐ We are not suited for this type of service
- ☐ We do not bid such a contract
- ☐ Other \_\_\_\_\_

---

Firm Name

---

Address

---

City, State & Zip Code

---

Telephone Number

---

By

---

Title

---

Date

